

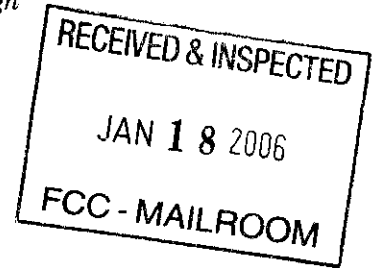
FOX PUBLIC SCHOOLS

P.O. BOX 248 • FOX, OKLAHOMA 73435

"Only Excellence Is Good Enough"

January 9, 2006

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FCC, Office of the Secretary
445 12th Street SW
Washington, DC 20554

***Request for Review
CC Docket No 02-6***

To Whom It May Concern:

I am officially submitting an request for review concerning the denial of \$30,660.03. The funding was denied because of "contract violation". It was stated that "no contract was in place when form 471 certification was filed". We do have a contract with Greenwood Computers for \$35,241.41. It was signed February 8th, 2005. For some reason or another the original date on the contract was covered. Please examine the enclosed contract. If possible, please return the contract after a decision has been made. If you need more information, please contact me.

Sincerely,

Brent A. Phelps
bphelps@foxps.k12.ok.us

Fox Independent School District 74
BEN - 139854
SPIN - 143011020
470 application # - 852360000
Funding request # - 1287135
471 application # - 467699

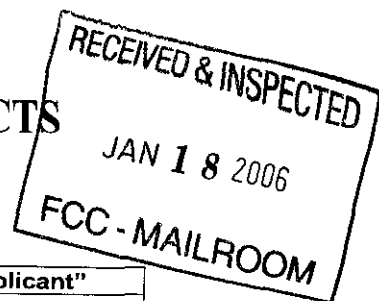
No. of Copies rec'd _____
List A B C D E _____

RANDY HARRIS
HIGH SCHOOL PRINCIPAL
580-673-2082

BRENT PHELPS
SUPERINTENDENT
580-673-2081

MARK WILLIAMS
ELEMENTARY PRINCIPAL
580-673-2083

CONTRACT FOR SERVICES AND/OR PRODUCTS E-RATE FUNDING YEAR 2005



	Service Provider "Provider"	School/Library "Applicant"
Company Name:	Greenwood's Computers	Fox Public Schools
Contact Name:	Steve Greenwood	James Miller
SPIN:	143011020	
Address:	P.O. Box 71	P.O. Box 248
City, State Zip:	Duncan, OK 73534	73435
Phone:	580 252 7196	580 673 2081

This contract made and entered into on this 8th day of February, 2005 by and between Provider and Applicant as specified above.

SERVICES

The Provider agrees to provide to the Applicant the services and/or products as specified in Bid # FXER05 attached.

RECITALS

Pursuant to the Schools and Libraries Universal Services Support Mechanism (E-Rate) contained in the Universal Service Provisions of the Telecommunications Act of 1996 [47 U.S.C. § 254, Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996) ("1996 Act")], Applicant advertised for certain telecommunications, Internet, and internal connections services. Provider submitted bid to provide same. In accordance with the requirements of the regulations implementing the Act, Applicant considered the bid and determined that it should be accepted. The parties are now ready to enter into a contract for the furnishing of such services and/or products and they set their agreement in writing as follows:

AGREEMENT

For and in consideration of the payment of the sums of money specified herein, together with other good and valuable consideration, Provider does hereby agree to furnish, and Applicant does hereby agree to accept and pay the discounted price for the services bid.

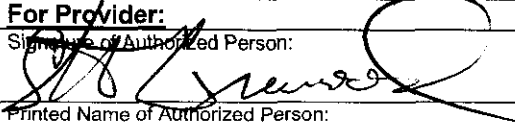
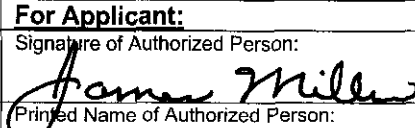
The term of this contract shall commence on July 1, 2005 and shall terminate on (a) June 30, 2006 for recurring services or (b) September 30, 2006 for non-recurring services.

If the Schools and Libraries Division ("SLD"), Administrator of the Universal Services Support Mechanism, or its successor, should fail to approve all of or any part of the services and products covered by this contract, the Applicant shall have the right, at its option, to cancel this contract, as to that part of the services and products disallowed for discount pricing.

If, after approval of discount funding by SLD or its successor, Applicant's governing board should fail to approve all of or any part of the services and products covered by this contract, the Applicant shall have the right, at its option, to cancel this contract as to that part of the services and products disallowed by the governing board.

The total costs of the services and/or products shall not exceed \$ 35241.41 (Pre-discount amount). In no circumstances shall Applicant be liable for an amount exceeding the Applicant's non-discount share unless Applicant's governing board specifically waives this provision in writing.

Executed and delivered on the day and year first written above.

For Provider:	For Applicant:
Signature of Authorized Person:	Signature of Authorized Person:
	
Printed Name of Authorized Person:	Printed Name of Authorized Person:
Stephen Greenwood	James Miller
Title:	Title:
Owner	Superintendent
Date:	Date:
2/8/05	2-14-05